

UNITED STATES DISTRICT COURT
DISTRICT OF NORTH DAKOTA

The Bluffs of Williston, LLC,

Civil No.:

Plaintiff,

v.

Auto-Owners Insurance Company,

Defendant.

NOTICE OF REMOVAL

Pursuant to 28 U.S.C. §§ 1332, 1441 and 1446, Defendant, properly identified as Owners Insurance Company (“Owners”), hereby removes the above-captioned matter from the Northwest Judicial District of North Dakota, County of Williams, to the United States District Court for the District of North Dakota. Defendant’s Notice of Removal is based on the following:

Nature of the Case

1. In this action, Plaintiff The Bluffs of Williston, LLC has asserted claims for breach of contract, first party insurance bad faith and confirmation of an appraisal award of \$1,710,003.72 for actual cash value and \$1,919,750.83 for replacement cost value with respect to a storm damage loss that occurred on or about June 11, 2021 at an apartment complex located at 3009 31st Avenue West in Williston, North Dakota. Defendant denies liability beyond the actual cash value appraisal award.

State Court Action

2. On or about June 5, 2024, Defendant received service of a Summons and Complaint for an action commenced by Plaintiff in the North Dakota District Court, Northwest Judicial District, Williams County. A true and correct copy of said Summons and Complaint is attached hereto as **Exhibit A**.

3. On or about June 21, 2024, Defendant served its Answer to Plaintiff's Complaint. A true and correct copy of said Answer is attached hereto as **Exhibit B**.

Statutory Grounds for Removal

4. Defendant's removal of this case is based upon 28 U.S.C. § 1441, subparts (a) and (b). Section 1441(a) authorizes the removal of any civil action filed in state court provided that the United States District Court has original jurisdiction for such actions. Section 1441(b) authorizes removal of a civil action based on diversity of citizenship pursuant to 28 U.S.C. § 1332(a) as long as no defendant is a citizen of the State in which the action is brought.

5. This Court has original jurisdiction over the above-captioned action pursuant to 28 U.S.C. § 1332(a)(1), as the amount in controversy exceeds \$75,000, exclusive of interest and costs, and the action is between citizens of different states.

6. Pursuant to 28 U.S.C. § 1446(c)(2), the amount in controversy exceeds \$75,000 because Plaintiff's Complaint seeks confirmation of an appraisal award of at least \$1, 710,003.72 as well as additional extra-contractual damages.

7. At the time this action was commenced, and at present, Plaintiff is a limited liability company organized and existing under the laws of the State of Minnesota with its principal place of business in Plymouth, Minnesota.

8. At the time this action was commenced, and at present, the sole member of the limited liability company has been, and is, Brian Roers, who is a citizen of the State of Minnesota residing in Minnesota.

9. Defendant is an insurance company organized and existing under the laws of the State of Michigan with its principal place of business in Lansing, Michigan.

10. Accordingly, there is diversity of citizenship between Plaintiff and Defendant.

Timeliness of Removal

11. Pursuant to 28 U.S.C. § 1446(b), this Notice of Removal is timely in that it is being filed within thirty (30) days of June 5, 2024, the day Defendant received service of the original Summons and Complaint and became aware that this case is removable.

Written Notice of Removal

12. Pursuant to 28 U.S.C. § 1446(d), Defendant has provided written notice to Plaintiff, through its counsel, of this Notice of Removal, and promptly after filing, will cause a copy of this Notice to be filed with the state court clerk in the form attached as **Exhibit C**.

13. Pursuant to 28 U.S.C. §§ 1446(a) and 1391(a)-(b), the Northwest Judicial District of the North Dakota District Courts is within this Court's district.

No Waiver

14. By filing this Notice of Removal, Defendant does not waive any defense available to it and does not admit any of Plaintiff's material allegations, including its allegations of wrongdoing by Defendant and/or allegations concerning damages.

WHEREFORE, Defendant removes the instant action from the Northwest Judicial District of North Dakota to the United States District Court for the District of North Dakota.

ARTHUR, CHAPMAN, KETTERING, SMETAK &
PIKALA, P.A.

Dated: July 2, 2024

/s/ Stephen M. Warner
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